

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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XIAMEN ITG GROUP CORP. LTD.,	:	
	:	
Petitioner,	:	
-vs.-	:	ECF Case No.
	:	
CRYSTAL VOGUE INC.,	:	<u>PETITION TO CONFIRM</u>
	:	<u>ARBITRATION AWARD</u>
Respondent.	:	
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Petitioner Xiamen ITG Group Corp. Ltd. (“Xiamen ITG”), pursuant to Section 207 of the Federal Arbitration Act, 9 U.S.C., for an Order confirming a foreign arbitral award issued in its favor against Respondent Crystal Vogue Inc. (“Crystal Vogue”), hereby states as follows:

PARTIES

1. Petitioner Xiamen ITG is a corporation organized and existing under the laws of the People’s Republic of China, with its registered legal address at: Unit 2801, Guomao Center, No. 4688, Xian Yue Road, Huli District, Xiamen City, China 361016.

2. Respondent Crystal Vogue is a corporation organized and existing under the laws of the State of New Jersey, with its principal office located at: 36 Wilk Rd., Edison, New Jersey 08827.

JURISDICTION AND VENUE

3. This Petition is brought pursuant to the original jurisdiction of this Court as expressed in 9 U.S.C. §201, 202, 203, and 207, which codify, as Chapter 2 of the Federal Arbitration Act, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the “New York Convention”). The United States and China are signatories to, and has ratified, the New York Convention.

4. Alternatively, this Petition may be brought under the diversity jurisdiction of this Court, 28 U.S.C. § 1332(a)(2), since there is complete diversity of citizenship between the parties and the amount at issue is greater than \$75,000 exclusive of interest and costs.

5. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) because Respondent Crystal Vogue resides in this District and is subject to personal jurisdiction in this District.

AGREEMENTS UNDERLYING THE ARBITRATION AWARD

6. Between February and May 2017, the parties entered into a series of five separate commercial sales contracts, pursuant to which Xiamen ITG agreed to sell and Crystal Vogue agreed to buy, certain described commodities consisting of fabrics and textiles (the “Sales Contracts”). *See*, Declaration of Ruofei Xiang (“Xiang Decl.”), Exhibit A.

7. Each of the Sales Contracts provided for the arbitration of any dispute, controversy or claim arising out of or relating to the contracts before the China International Economic and Trade Arbitration Commission (“CIETAC”).

8. The arbitration clause further provides that the arbitration award shall be accepted as final and binding upon the parties.

9. Pursuant to the Sales Contracts, Xiamen ITG delivered the goods to Crystal Vogue and issued corresponding invoices in the total amount of \$817,245.83. *See*, Xiang Decl., Exhibit A.

10. Crystal Vogue failed to pay for the goods purchased and received from Xiamen ITG despite multiple reminders and demands by Xiamen ITG for payment.

11. Xiamen ITG commenced arbitration proceedings before CIETAC against Crystal Vogue on November 22, 2018 for the recovery of \$817,245.83 plus interest and costs, arising from

the failure of Crystal Vogue to make payment to Xiamen ITG for the goods purchased and received.

THE ARBITRATION AND ARBITRAL AWARD

12. An arbitral tribunal was formed on April 16, 2019, with three arbitrators consistent with the requirements in the arbitration clause of the Sales Contracts, to jointly conduct the arbitration proceedings.

13. The arbitration was conducted in Beijing through CIETAC on May 29, 2019 governed by the Arbitration Rules of China International Economic and Trade Arbitration Commission.

14. Both parties appeared in the arbitration and had a full and fair opportunity to present their respective cases and submit evidence.

15. On March 10, 2020, the Arbitral Tribunal rendered a final award. *See*, Xiang Decl. Exhibit B, true copy of the award; Exhibit C, certified English translation of the award.

16. The final award awarded Xiamen ITG (1) \$817,245.83 for the unpaid goods sold by Xiamen ITG to Crystal Vogue, (2) \$33,625.64 in interest up to October 29, 2018, and interest at the annual rate of 4.75% calculated from October 30, 2018 to the date the award is paid, and (3) arbitration costs of RMB 174,970, which is the rough equivalent of \$27,091.08 under current exchange rates as of February 17, 2021. The Tribunal ordered that payments be made by Crystal Vogue within 30 days from the date of the award.

17. To date, Respondent has failed and/or refused to honor or satisfy the Final Award.

CONFIRMATION OF THE AWARD

18. Pursuant to 9 U.S.C. § 207, any party seeking to confirm a foreign arbitral award in accordance with the New York Convention may do so provided that the award: (a) falls under

the New York Convention; (b) was issued less than three years ago; and (c) does not fall under any exception in the New York Convention for which confirmation may be refused.

19. The Final Award in all respects conforms to the requirements of 9 U.S.C. §§ 9 and 207 governing confirmation of arbitration awards.

20. No prior application for confirmation of the Final Award has previously been made in this or any other Court.

21. No grounds exist to support vacatur, modification or correction of the Final Award under 9 U.S.C. § 10 or § 11, and no such application has been made.

22. No grounds exist to support refusal or deferral of recognition or enforcement of the award specified in the New York Convention pursuant to 9 U.S.C. § 207, and no such application has been made.

WHEREFORE, Petitioner Xiamen ITG Group Corp. Ltd. respectfully requests judgment confirming and enforcing the arbitration award, fees and costs incurred in the prosecution of this Petition, and that the Court grant the Petitioner such other and further relief as may be just and equitable in the circumstances.

Dated: New York, NY
February 17, 2021

Respectfully submitted,

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